

**STATEMENT UNDER 37 CFR 3.73(b)**

Applicant/Patent Owner: Nicolas Peter Shortis

Application No./Patent No.: 10/588,558

Filed/Issue Date: August 4, 2006

Entitled: USE OF AMINOSALICYLATES IN DIARRHOEA-PREDOMINANT IRRITABLE BOWEL SYNDROME

Thomas Julius Borody

an individual

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

- ☒ the assignee of the entire right, title, and interest; or
- ☐ an assignee of less than the entire right, title, and interest

The extent (by percentage) of its ownership interest is \_\_\_\_\_ %

in the patent application/patent identified above by virtue of either:

- A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel 019340 Frame 0181, or for which a copy thereof is attached.

OR

- B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: \_\_\_\_\_ To: \_\_\_\_\_

The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

2. From: \_\_\_\_\_ To: \_\_\_\_\_

The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

3. From: \_\_\_\_\_ To: \_\_\_\_\_

The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

- ☒ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., a true copy of the original document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

  
Signature

Thomas Julius Borody

Printed or Typed Name

Professor

Title

8 June 2007

Date

(02) 9713 9011

Telephone Number

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

**Thomas Julius Borody**

**Nicolas Peter Shortis**

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**Assignment of Intellectual Property  
Rights**

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**GOLDRICK FARRELL**

**MULLAN**

**S O L I C I T O R S**

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## Deed of Assignment

### Parties

1. **Thomas Julius Borody** of Unit 2, 2-4 Cottonwood Place, Castle Hill, NSW, 2154 ("Borody")
2. **Nicolas Peter Shortis** of 5 Billabong Avenue, Turramurra, NSW, 2074 ("Shortis")

### Background

- A. Shortis and Borody are co-Inventors of the Invention.
- B. Shortis has agreed to assign to Borody all his rights in the Patents on the terms and conditions of this Deed.

### Operative Provisions

#### 1 Interpretation

- 1.1 In this Deed and unless the context requires otherwise, the following terms have the meanings set out below and their derivatives have a corresponding meaning.

Term	Meaning
Intellectual Property Right	Any intellectual property right, including but not limited to: <ol style="list-style-type: none"> <li>(a) patents, copyright, rights under the Circuit Layout Act 1989 (Cth) (and equivalent rights outside Australia in circuit layouts), registered designs, trademarks and any right to have any confidential information kept confidential; and</li> <li>(b) any licence or other application or right to use, or grant the use of or apply for registration of, any of the rights referred to in paragraph (a).</li> </ol>
Corporations Act	The Corporations Act 2001 and the Corporations Regulations and (where the context so permits) includes any prior corresponding legislation.
Deed	This document, together with all schedules and annexures and any variation or replacement of any of them.
Inventions	The inventions described in the Patents.
Patents	The patents and patent applications listed in the Schedule, together with all other Intellectual Property Rights relating to the invention.

- 1.2 In this Deed, unless the contrary intention appears:

- (a) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (b) a party includes its legal personal representatives, successors and assigns;
- (c) a reference to the singular includes the plural and vice versa;
- (d) a reference to a time shall mean local time, Sydney Australia; and

(e) a reference to any thing (including any amount) is a reference to the whole and each part of it.

- 1.3 Headings are for convenience only and do not affect the interpretation of this Deed.

## 2 Assignment

- 2.1 In consideration of one dollar (\$1), receipt of which is hereby acknowledged, Shortis hereby assigns to Borody all his Intellectual Property and other rights, title and interest in the Patents, including without limitation all rights to apply for, obtain and enjoy patent protection for the inventions throughout the world.
- 2.2 Shortis also assigns to Borody the right to sue in respect of any past, present or future infringement of any of his rights or interests assigned under this Deed.
- 2.3 Shortis agrees to do all things reasonably necessary, including without limitation the execution of all necessary forms and documents, to give effect to the assignments set out in clauses 2.1 and 2.2.
- 2.4 Shortis warrants that he has not at any time assigned, encumbered or dealt with the Patents in any way that would affect his ability to grant the assignment contemplated by this Deed or the ability of Borody to obtain patent protection for the inventions.

## 3 Miscellaneous

- 3.1 Borody agrees to pay any and all taxes, duties and imposts that may be imposed on this Deed. If Shortis pay any taxes, duties or imposts on or relating to this Deed or any transfer or other transaction contemplated by this Deed, Borody will pay that amount to Shortis upon demand.
- 3.2 A single or partial exercise or waiver of a right relating to this Deed will not prevent any other exercise of that right or the exercise of any other right. A party will not be liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.
- 3.3 This Deed may only be amended by a written agreement executed by both parties.
- 3.4 Each party will promptly execute all documents and do all things that another party from time to time reasonably requires of it to effect, perfect or complete the provisions of this Deed.
- 3.5 If any provision of this Deed is held invalid, unenforceable or illegal for any reason, this Deed will remain otherwise in full force apart from such provision which shall be deemed deleted.
- 3.6 This Deed is governed by and is to be construed in accordance with the laws in force in New South Wales, Australia and the parties agree that all proceedings arising out of this document must be commenced in New South Wales.
- 3.7 This Deed may consist of a number of counterparts and if so the counterparts taken together constitute one and the same instrument.

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## Schedule

The Patents:

1. PCT/AU05/000142 "Use of Aminosacoylates in Diarrhoea-Predominant Irritable Bowel Syndrome"

"A method for the treatment or prophylaxis of non-inflammatory bowel diseases, diarrhoea-predominant irritable bowel syndrome or other non-specific bowel disorder is disclosed comprising administering to a patient in need of such treatment or prophylaxis an effective amount of balsalazide, or a 4-ASA or 5-

ASA compound modified to include a 4-ABA side chain, or a salt or a derivative thereof, or a composition comprising balsalazide, the modified compound, or a salt or a derivative thereof together with a suitable carrier. Use of balsalazide, a 4-ASA or 5-ASA compound modified to include a 4-ABA side chain, or a salt or derivative thereof, for the manufacture of a medicament for the treatment or prophylaxis of non-inflammatory bowel diseases, diarrhoea-predominant Irritable Bowel Syndrome or other non-specific bowel disorder is also disclosed."

2. All other patents and Intellectual Property Rights arising from the above PCT Patent application or otherwise derived from the inventions.

## Execution

Executed as a Deed in New South Wales on

17 June 2005

Signed Sealed and Delivered by  
Thomas Julius Borody  
in the presence of

Signature

Witness

MARY BELOS

Name of witness (please print)

Signed Sealed and Delivered by  
Nicholas Peter Shortis  
in the presence of

Signature

Witness

PETER SHORTIS

Name of witness (please print)